

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

GERARDO FELICIANO-VAZQUEZ, ET AL CIVIL NO. 12-1409 (FAB)

Plaintiffs

v.

JOSE E. MARIN-LOPEZ, ET AL

Defendants

**INFORMATIVE MOTION ON SETTLEMENT PAYMENT, SATISFACTION OF
JUDGMENT AND MISCELLANEOUS RELIEF**

TO THE HONORABLE COURT:

Comes now co-defendant Dr. Jose E. Marín Lopez and the Conjugal Partnership Marin-Doe, through the undersigned legal representation and very respectfully states, requests and prays:

1. Upon motion by Plaintiff (Docket 54), this Honorable Court ordered mediation (Dockets 55, 57, 62). Thereafter, Plaintiff informed the Court the mediation was successful via their Motion Informing Successful Mediation and for Other Relief (Docket 67).

2. The settlement was to dispose of this case as well as the parallel case against Doctors Center Hospital in Civil No. 10-1765 and State Court case filed in Superior Court, San Juan Part, Case No. KDP 2010-1042(802).

3. This Honorable Court entered Order and Judgment pursuant to the informative motion by Plaintiffs (Docket 68 and 70).

4. After extensive drafting and re-drafting of settlement documents by Plaintiffs the final document was fully executed on or about March 28, 2013¹ and notified to the parties on April 2, 2013. On the same date Defendants were provided documentation evidencing the existence of the Indiano & Williams Escrow Account and Plaintiffs' authorization to receive payment through deposits to such escrow account. In compliance with the terms and conditions of the Settlement Agreement, Plaintiffs filed the Voluntary Dismissal in case Civil No. 10-1765 and in Puerto Rico Superior Court in case No. KDP 2010-1042(802).

5. Although Plaintiffs were advised by the insurance carrier of Dr. José Marín López of the absolute need to have the Superior Court enter Judgment to proceed with payment, on this date the Plaintiffs were tendered full payment of Dr. José E. Marín Lopez and the Conjugal Partnership Marin-Doe portion of the settlement amount, as evidenced in the attachment to this Motion.

7. The settlement portion owed to Plaintiffs by Dr. Jose E. Marín Lopez and the Conjugal Partnership Marin-Doe has been fully satisfied by his insurance carrier SIMED and no other amount is due by the herein appearing party, therefore, relief is requested from this Honorable Court's Order for payment.

8. Pursuant to this compliance, it is further requested that the herein appearing party be relieved from the imposition of a penalty for late payment of one hundred dollars (\$100.00) per incident of delay, since it was intended to only be applicable to Dr. Judith Palmer, due to the fact that her contribution was to be in installments since she lacked insurance coverage for this claim.

¹ Although the Settlement Agreement is dated in print February 25, 2013, said date is a typo since the parties continued to work over the first draft and the date was never changed.

9. Pursuant to the above the herein appearing party respectfully requests that Order be entered determining compliance and satisfaction by the herein appearing party of the terms and conditions of the settlement, Order and Judgment and further be relieved from the imposition of the penalty.

WHEREFORE, it is respectfully requested from this Honorable Court to enter Order determining compliance and satisfaction by the herein appearing party with the terms and conditions of the Settlement Agreement, Order and Judgment and further be relieved from the imposition of the penalty.

Respectfully submitted.

In San Juan, Puerto Rico, this 29th day of April, 2013.

I hereby certify that on April 29, 2013, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all the attorneys of record.

Miranda Cárdenas & Córdova
P.O. Box 9023998
San Juan, Puerto Rico 00902-3998
Tel. 721-3208 Fax 721-7875

By: S/ José A. Miranda Daleccio, Esq.
José A. Miranda Daleccio
USDC-PR 205705
E-mail: jmiranda@microjuris.com